

CACHE COUNTY CONTRACT / AGREEMENT
EXECUTION CHECKLIST

County Agreement No.: 13-35

Contracting Parties: SPILLMAN TECHNOLOGIES, INC.

CACHE COUNTY SHERIFF'S OFFICE/LOGAN CITY POLICE DEPT.

Description: INTERLOCAL AGREEMENT FOR SPILLMAN PUBLIC SAFETY SYSTEM
REPLACES INTERLOCAL AGREEMENT EXECUTED JUNE 29, 2011

(X) Agreement is complete with all attachments and ready to be executed

Initials LL Date 3/26/13

(X) County Clerk's Office has assigned a Contract / Agreement Number

Initials DO Date 4/3/13

(X) County Attorney's Office has reviewed the contract and rendered a legal opinion

Initials JS Date 3/7/13

() Approval of the County Council is required and has been given, or

Initials _____ Date _____

(X) Approval of the County Council is NOT required

Initials JA Date 4/2/13

cc: County Auditor
County Attorney
County Executive

SPILLMAN TECHNOLOGIES, INC.

LOGAN CITY POLICE DEPARTMENT

CACHE COUNTY SHERIFF'S OFFICE

03/28/2013

Date emailed

03/28/2013

Date scanned

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CACHE COUNTY CONTRACT / AGREEMENT
EXECUTIVE OFFICE EXECUTION CHECKLIST

13-35

Contract Number:

Contracting Parties: Spillman Technologies, Inc.

Cache County Sheriff's Office / Logan City Police Department

Description: Interlocal Agreement for Spillman Public Safety System - Replaces Interlocal
Agreement executed June 29, 2011

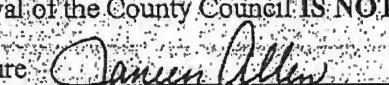
() County Attorney's Office has reviewed the contract and rendered a legal opinion

Signature  Date 3/2/11

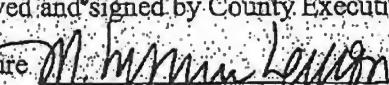
() Approval of the County Council IS required and has been given

Signature _____ Date _____

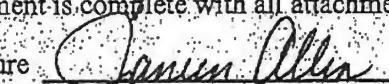
() Approval of the County Council IS NOT required

Signature  Date 4/2/13

() Approved and signed by County Executive

Signature  Date 3/26/13 Copies 2

() Agreement is complete with all attachments and ready to be executed

Signature  Date 4/2/13

Comment / Action:

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**LOGAN CITY POLICE DEPARTMENT/
CACHE COUNTY SHERIFF'S OFFICE /
INTERLOCAL AGREEMENT
Spillman Public Safety System**

This agreement, entered into this 27 day of March, 2013, is executed pursuant to applicable governing laws.

This agreement replaces the interlocal agreement executed on 29 June, 2011.

The parties acknowledge they have read and understand the terms and conditions contained therein. This Agreement sets forth provisions identifying the distribution of responsibilities, system management, and software services to be performed by the LOGAN CITY POLICE DEPARTMENT and, the CACHE COUNTY SHERIFF'S OFFICE, and all affiliated agencies pertaining to the Spillman public safety software project.

DEFINITIONS

For the purposes of this Agreement, the following definitions will be understood between both parties.

Parties. The entities directly associated with this project include the CITY OF LOGAN through LOGAN CITY POLICE DEPARTMENT and, CACHE COUNTY through the CACHE COUNTY SHERIFF'S OFFICE. Other agencies connected to the Host Agency will be referred to as Shared Agencies. All responsibilities and negotiations will be between the LOGAN CITY POLICE DEPARTMENT and the CACHE COUNTY SHERIFF'S OFFICE; these parties will herein be referred to as the Host Agency and the Partner Agency;

Host Agency. The LOGAN CITY POLICE DEPARTMENT will herein be referred to as the Host Agency. As such, the dedicated server for the software application will be maintained and stored at the Host Agency and associated facilities.

Partner Agency. The CACHE COUNTY SHERIFF'S OFFICE will herein be referred to as the Partner Agency. As a shared entity utilizing the server at the LOGAN CITY POLICE DEPARTMENT, the software owned and operated by the Partner Agency will use the server at the Host Agency.

Shared Agency. Other agencies connected to the Host Agency server.

Spillman System. All references to the system, software, or Spillman system refer to any version of the public safety software application provided by Spillman Technologies, Inc.

Authorized Individual. An Authorized Individual is one who has been given a unique username and password login to the Spillman System. Any Authorized Individual must be a current employee of the LOGAN CITY POLICE DEPARTMENT, OR CACHE COUNTY SHERIFF'S OFFICE, including all affiliated IT, GIS, Legal, Court, and other related departments, or an EMPLOYEE of an authorized Shared Agency.

1.0 DATA ENTRY AND USE

1.1 TECHNOLOGY REVIEW AND STANDARDS COMMITTEE

Policy, procedure, and management of the software project will be governed by two committees:

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1.2 TECHNOLOGY REVIEW COMMITTEE

This committee will consist of members of the Host, and Partner agencies only. This committee will meet regularly, at least quarterly, unless otherwise agreed to by all parties. The purpose of this committee is to manage the technical aspects of the software project. Issues related to infrastructure, hardware, networking storage, and connectivity will be addressed by this committee. It is agreed that no more than three persons from the host agency and three persons from the partner agency shall be given root access.

1.3 DATA ENTRY STANDARDS COMMITTEE

This committee will consist of members from the Host, Partner, and Shared Agencies. They will meet to define mutually-agreeable standards for system consistency. Terms of consistency are to include vocabulary and references throughout the Spillman System as well as definitions for all code tables.

Members of the Data Entry Standards Committee shall include:

CACHE COUNTY SHERIFF'S OFFICE

- Spillman System Applications Administrator (SAA)
- Plus two additional members appointed by the Sheriff

LOGAN CITY POLICE DEPARTMENT

- Spillman System Applications Administrator (SAA)
- Plus two additional members appointed by the Chief

SHARED AGENCIES

- One participant from each shared agency.

Should members of the Standards Committee disagree on any standard for the Spillman System, the committee will vote upon the matter. A minimum of four members of the committee must be present for a vote to commence and a simple majority will determine the position of the committee.

1.4 GEOBASE SETUP AND ONGOING MAINTENANCE

It will be the responsibility of the Host Agency to maintain the Geobase files for the parties, including street center lines, spatial layers, police zones, and common place names. The Partner Agency will be responsible to submit geobase data to the Host Agency for the street center lines, partial layers, police zones, and common place names related to their jurisdiction.

1.5 DATA AVAILABLE

The Host Agency shall allow the Partner Agency to maintain separate records and data specific to each party's Spillman System. Because data for each party is stored on the same server, each party will have access to computer programs and stored data within the Spillman System. Access to the agency data will be established and directed by the agency which to whom the data belongs. Data entered into the system by any party becomes a part of the server database and will be subject to maintenance or archival procedures as determined by the Technology Review Committee.

Extent of access shall conform to the regulations set forth in applicable federal, state, and local law.

Neither party will sell, give, loan, lease or otherwise transfer title, possession, or use of any of the data of the other parties or screens by any person, firm, corporation, or association without prior written approval of the respective party. Each party acknowledges and agrees that the party may deny any of the aforementioned acts to be undertaken by the other party.

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Dissemination of data or information is the responsibility of the agency recording the data or information in accordance with this Agreement and the applicable Government Records Access Management Act or other legal requirement. Other entities will not disclose data except through specific contracts and agreements with application and data owners.

1.6 AUTHORIZED USE

The Agreement is intended for use by the Host Agency and Partner Agency's Public Safety employees only. The Standards Committee must approve all accounts that are not for the stated intent.

1.7 INDIRECT ACCESS

Each party will take measures to prevent unauthorized third party indirect access to the shared Spillman System. Examples of this would be gateways, dial-up, or cascaded Telnet sessions where the originator is not an Authorized Individual of the Host Agency's network, but whose resultant IP address would appear to the network as being an Authorized Individual's address. Should unauthorized use or access occur, any damages or costs of litigation including attorney's fees incurred by either party shall become the financial responsibility of the party through which the unauthorized use or access was obtained.

1.8 USER ACCOUNT ACCESS TO SPILLMAN SYSTEM

Each user of the Spillman System shall have a unique user account with a unique password, thereby identifying the user as an Authorized Individual. This account is used within the Spillman System to determine system rights, and to provide a method of accounting for access to information. For security, sharing of accounts within an agency for any purpose is expressly prohibited. Every user should have an account as determined through the technical committee member for that agency issuing the user account. Exceptions to this paragraph (generic logins) may be made by the Standards Committee.

2.0 SECURITY

2.1 SECURITY PRIVILEGES

All parties reserve the right to make all decisions and establish all security privileges pertaining to the individual party's data stored in the Spillman system. Each agency is entitled to full system access to administer the Spillman System and the specifications for each Authorized Individual and user. Each agency is prohibited from modifying any part of another party's data without written consent.

2.2 AUTHORIZED INDIVIDUAL USERS

Each party has full authorization to add, modify, and delete any information or system access for the party's own users. Each agency is prohibited from modifying any aspect of an Authorized User's access rights and privileges for another agency without written consent.

2.3 USER PERMISSIONS

Each party reserves the right to establish the permissions granted to each individual user employed by the party. Authorized Individual permissions include accessibility to specific modules and applications, ability to view, modify, delete, and print any aspect of the Spillman System as defined by the administrator-approved permissions for the Authorized Individual. Each agency also maintains the right to partition specific records and information within any record that is deemed private and inaccessible by another party.

2.4 AUTHORIZED USER POLICY

Each agency will create and maintain an authorized user policy (AUP) that meets or exceeds the standards set forth by the Technical Committee.

3.0 INFRASTRUCTURE

3.1 HARDWARE EQUIPMENT & MAINTENANCE

Hardware equipment includes the Spillman server, SAN, fiber channel switches, and other hardware related to operate the Spillman Records Management system.

Costs related to the acquisition, installation, maintenance, operation, and migration of the hardware described above shall be allocated as follows:

Host Agency:	50%
Partner Agency:	50%

The Host Agency will manage the purchasing and installation of new hardware as needed and then invoice the partner agency as provided above.

The Host Agency agrees to either obtain or maintain a maintenance contract with all hardware vendors at all times, including backup generator(s) or reserve power supplies. The Host Agency is responsible to renew these hardware contracts as necessary with all involved entities.

Costs incurred for maintenance contracts on the equipment described above will be split using the above percentages. The Host Agency will manage and pay for the maintenance contracts and then invoice the partner agency as provided above.

3.2 MINIMUM HARDWARE SPECIFICATIONS

Connected computers (laptops or PCs) with access to the Spillman System will comply with the most current "Minimum Specifications" document provided by Spillman Technologies, Inc. Each party will be responsible to maintain hardware to meet these specifications.

3.3 ACCESS TO SPILLMAN SYSTEM

The Host Agency will do everything within reason to ensure that the Partner Agency has access to the Spillman System 24 hours a day, 7 days a week. Should availability to the Spillman System be terminated, for any reason whatsoever, the Host Agency will immediately notify the Partner Agency of the lapse in system access. Each party is responsible for their agency's access to the server. Should access to the server lapse for a party, the individual party is responsible to work with appropriate parties to restore system availability, and to further provide notification to the other party when system availability is restored.

3.4 SPILLMAN SYSTEM / NETWORK MAINTENANCE

3.4.1 The Spillman System and the Host Agency network will be available as set forth in this section with the following exceptions:

3.4.2 SCHEDULED MAINTENANCE

The Host Agency reserves the right to schedule preventative maintenance on all systems. Preventative maintenance will be scheduled a minimum two weeks in advance in an attempt to minimize impacts to all parties. The Host Agency should try and provide written notice of any scheduled maintenance to the Partner Agency a minimum of two weeks in advance. The Partner Agency must notify the Host Agency one week prior to the scheduled maintenance window if the Partner Agency requires the Spillman System to be available or "live" during scheduled maintenance. The parties agree and acknowledge that scheduled maintenance may result in loss of service to the Spillman System for a period of time.

3.4.3 SOFTWARE AND HARDWARE UPGRADES OR MODIFICATIONS

The Technology Review Committee will meet regularly (at least once quarterly) to jointly determine which upgrades or hardware acquisitions the parties will implement. In addition, if upgrades, additional modules, or new hardware are determined necessary and acceptable by all parties, the committee will determine the most appropriate time for scheduled modifications to minimize the impact to the parties.

Software and Hardware upgrades or modifications differ from normally scheduled maintenance, in that the Spillman System will be unavailable for the duration of the upgrade. It is conceivable that an upgrade may take a couple of days. In the event that the Technology Review Committee agrees to an upgrade for both parties, the Host Agency will notify the Partner Agencies of the scheduled upgrade at least one month prior to the scheduled upgrade time. The Host Agency will make every reasonable attempt to schedule the upgrade to minimize impacts to the Partner and Shared Agencies.

3.4.4 EMERGENCY MAINTENANCE

The Host Agency will coordinate emergency maintenance with the Partner Agency whenever necessary and possible

3.4.5 HOST AGENCY'S TECHNICAL ASSISTANCE

The Host and Partner Agencies will each maintain at least one certified Spillman Application Administrator (SAA). SAA's for each agency are expected to provide technical support to users from their agency, and any Shared agencies they contract with.

3.4.6 CONFIGURATION MANAGEMENT

All server configuration changes will be made by the Host Agency's Department in coordination with the Partner Agency. The Partner Agency will provide the Host Agency with a primary and alternate contact name of authorized personnel who can coordinate/request changes to the current network.

3.4.7 REDUNDANCY, BACKUP, & ARCHIVING

The Host Agency will use "best practices" in maintaining redundancy, backups and archives of all data.

3.4.8 SECURITY AND INTEGRITY

The Host Agency's network is protected from the Internet with firewall security to prevent unauthorized access from the Internet. The Partner Agency is responsible for securing the organization's computer resources against all unauthorized access.

4.0 TERMS OF CONTRACT

4.1 TERMINATION OF SPILLMAN LICENSE OR SUPPORT AGREEMENT

If the agency will provide written notice to the other parties of this Agreement at least 30 days prior to the contract's termination. The Agency maintaining the License or Support contract with Spillman reserves the right to keep its own License and/or Support contract with Spillman and/or the right to keep its own License and/or Support contract with the vendor as well as all system data belonging to the agency.

4.2 TERMINATION OF INTERLOCAL AGREEMENT BETWEEN HOST AGENCY AND PARTNER AGENCY

This Agreement may be terminated by providing written notice of such termination. Termination will be effective on the date stated in the notice so long as the notice is properly

given at least 60 days prior to such date. This Agreement may be immediately terminated without notice upon an event of default. Events of default include the following:

- a. One party wrongfully uses data provided by the other parties.
- b. Unauthorized copying of data.
- c. In the event the Agreement is determined to be in conflict with federal or state law, City resolutions, or ordinances which are in effect at the time of this Agreement or may be imposed in the future.
- d. One party uses or attempts to use information provided in such a manner as to violate a taxpayer's right to privacy or to create an unfair competitive disadvantage for a taxpayer.
- e. One party sells, gives, leases, or loans access to the screens of the data contained therein to any person without the express written approval of the other interested party.
- f. One party allows access to the screens of the data contained therein or any part thereof, to be used as a list of individuals for commercial purposes.
- g. One party allows the connection of a computer network operated by any entity that is outside of the Host Agency's influence.
- h. One party violates any of the conditions set forth in the Cache County Sheriff's Office Computer Use Policies and Procedures.

4.3 LIMITATION OF LIABILITY

The information supplied by the Host Agency described herein is provided on an "as is" basis "with all faults."

The obligations of the Host Agency and the rights and remedies of the Partner Agency set forth in this clause are exclusive and in substitution for all the warranties, obligations and liabilities of the Host Agency and rights, claims and remedies of the Customer against the Host Agency express or implied, arising by law or otherwise, with respect to any data provided hereunder, including but not limited to any implied warranty arising from course of performance, courses of dealing or uses of trade, and any obligation, liability, right, claim or remedy for tort, or for any actual or alleged infringement of patents, copyrights or similar rights of third parties, or for any other direct, incidental or consequential damages

5.0 HOST RATES

5.1 HOSTING FEE

Based on calculations derived from the merger of the Logan PD Spillman System and the Cache County SO Spillman System, the Cache County Sheriff's Office agrees to pay Spillman an annual hosting fee of \$12,504. The Logan City Police Department will receive an annual hosting fee credit from Spillman in the amount of \$12,504. This fee does not change year to year, and will continue until the termination of this agreement.

5.2 SHARED AGENCY EQUIPMENT COSTS

The Shared Agencies will be totally responsible and liable for all costs incurred in the acquisition of its own equipment, including telephone lines and other supplemental equipment and the costs of connecting that equipment with the Host Agency equipment. Where required by the Host Agency, the Shared Agencies will buy equipment specified by the Host Agencies for their computer network access. The Shared Agencies will be responsible for trouble shooting and maintaining their equipment and data link.

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6.0 ACCEPTANCE

The Host Agency and Partner Agency hereby mutually acknowledge and accept the terms and conditions of this Agreement.

PARTNER AGENCY (Cache County):

M. Lynn Lemon
Lynn Lemon
Cache County Executive

HOST AGENCY (Logan City):

Randy Watts
Randy Watts,
Mayor City of Logan

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